B 210A (Form 210A) (12/09)

# IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

### ILLIQUIDX LTD

Name of Transferee

Hyposwiss Private Bank Genève SA

Name of Transferor

Name and Address where notices to transferee should be sent:

Celestino Amore Managing Director Illiquidx Ltd 80 Fleet Street

London EC4Y 1EL, UK Phone: +44 207 832 0181 Email: amore@illiquidx.com Court Claim # (if known): 44504
Total Amount of Claim Filed:
USD \$ 354,775.00
Amount of Claim Transferred:
USD \$ 354,775.00 (100% of claim amount)
ISIN/CUSIP: XS0210433206 (100%)

Date Claim Filed: October 22, 2009

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Transferee/Transferee's Agent

Date: July 28th, 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Form 210B (12/09)

# IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Hyposwiss Private Bank Genève SA

Case No. 08-13555

ILLIQUIDIX LTD

## NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 44504 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on 28<sup>th</sup> of July 2011.

Name of Alleged Transferor	Name of Transferee
Address of Alleged Transferor:	Address of Transferee:
Hyposwiss Private Bank Genève SA 7 rue des Alpes CH-1211 Geneve 1 Switzerland	Illiquidx Ltd 80 Fleet Street London EC4Y 1EL United Kingdom
The alleged transferor of the claim is hereby no within twenty-one (21) days of the mailing of t	O OBJECT TO TRANSFER~~  otified that objections must be filed with the court this notice. If no objection is timely received by the original claimant without further order of the court.
Date:	CLERK OF THE COURT

#### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Hyposwiss 1. Private Bank Genève SA ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Illiquidx Ltd. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 44504 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) Seller is not a party to, or bound by, a Plan Support Agreement (as such term is defined in the Second Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors dated as of June 30, 2011).
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

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- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  $\frac{\epsilon}{\epsilon}$  day of July, 2011.

Hyposwiss/Private Bank Genève SA

Name: 0-0 fyradlard

Title: nedd operations G. F.

Address:
7 rue des Alpes
CH-1211 Geneve 1
Switzerland

Illiquidx Ltd

Address: 80 Fleet Street London EC4Y IEL UNITED KINGDOM Doc 18805

# Transferred Claims

# I ransierred C

Purchased Claim

100% of US\$ 354,775.00 which is the equivalent of US\$ 354,775.00 (the full outstanding amount of ISIN/CUSIP XS0210433206 as described in the Proof of Claim as of 21st day of July, 2011), plus all accrued interest, fees and other recoveries due.

# Lehman Programs Securities to which Transfer Relates

Description of	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional	Coupon	Maturity	U.S. \$ Amount claimed in
Security				Amount		•	Proof of Claim with
							respect to Lehman
							Programs Securities to
							which Transfer relates
Issue of	XS0210433206	Lehman	Lehman	100.00% of the	Index-rate	15 <sup>th</sup> of	EUR250,000 (which is
EUR225,000,000		Brothers	Brothers	ISIN/CUSIP	interest	February	equivalent of USD
Fixed Rate /		Treasury Co.	Holdings Inc.	XS0210433206 under		2035	\$354,775.00) (using an
CMS-Linked		B.V.	•	the Proof of Claim,			exchange rate of EUR/USD
Notes due				which is EUR250,000			= 1.4191), plus all accrued
February 2035				(which is equivalent of			interest, fees and recoveries
Guaranteed by				USD \$354,775.00),			due.
Lehman Brothers				plus all accrued			
Holdings Inc.				interest, fees and			
under the				recoveries due.			
U.S.\$25,000,000,							
000 Euro							
Medium-Term							
Note Program							

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.  Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP)
Note: This form may not be used to file claims other than thos based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009	0000044304
Name and address of Creditor: (and name and address where notices should Creditor)	be sent if different from  Check this box to indicate that this claim amends a previously filed claim.
Hyposwiss Private Bank Genève SA 7 rue des Alpes, CH-1211 Genève 1, Switzerland	Court Claim Number:(If known)
	Filed on:
	rporate@hyposwiss.ch
Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: Email Address:	
and whether such claim matured or became fixed or liquidated before or after dollars, using the exchange rate as applicable on September 15, 2008. If you you may attach a schedule with the claim amounts for each Lehman Program Amount of Claim: \$	nan Programs Securities on September 15, 2008 or acquired them thereafter, or September 15, 2008. The claim amount must be stated in United States are filing this claim with respect to more than one Lehman Programs Security.
Provide the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the International Securities Identification Number (ISIN) for each of the Internation Identification Number (ISIN) for each of the Internation Identification Ident	
this claim with respect to more than one Lehman Programs Security, you may which this claim relates.	ay attach a schedule with the ISINs for the Lehman Programs Securities to
International Securities Identification Number (ISIN): XSU21U43	3206 (Required)
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electric appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountholder (i.e. the bank, broker or other entity that holds such than one Lehman Programs Security, you may attach a schedule with the Bl relates.	ty for which you are filing a claim. You must acquire a Blocking Number a securities on your behalf). If you are filing this claim with respect to more
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instru	ction Reference Number and or other depository blocking reference
EUROCLEAR: 6045307 (Req.	uired)
4. Provide the Clearstream Bank, Euroclear Bank or other depository particles you are filing this claim. You must acquire the relevant Clearstream Bank, accountholder (i.e. the bank, broker or other entity that holds such securities numbers.	pant account number related to your Lehman Programs Securities for which Euroclear Bank or other depository participant account number from your on your behalf). Beneficial holders should not provide their personal account
Accountholders Euroclear Bank, Clearstream Bank or Other Depositor EUROCLEAR: account-number 98440 (Regu	
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository:	By filing this claim, you FPICOUPREGEWED
consent to, and are deemed to have authorized, Euroclear Bank, Clearstream disclose your identity and holdings of Lehman Programs Securities to the Dereconciling claims and distributions.	Bank or other depository to
Date. Signature: The person filing this claim must sign it. Sign	agd print name and title, if any,
of the creditor or other person authorized to file this claim number if hifferent from the notice address above. Attach any.	and state address and telephone
	imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Alexander Dimanow Member of Management Committee Wolfgang Derungs
Deputy Head of Operations

### HYPOSWISS PRIVATE BANK

Hyposwiss Private Bank Genève SA 7 rue des Alpes Case postale 1380 CH-1211 Genève 1 Téléphone +41 (0) 22 716 36 36 Fax +41 (0) 22 716 36 19 www.hyposwiss.ch

By DHL **Epiq Bankruptcy Solutions, LLC**Attn: Lehman Brothers Holding Claim Processing 757 Third Avenue, 3<sup>rd</sup> Floor

New York, NY 10017

**United States** 

Contact: Wolfgang Derungs +41 22 716 36 86 wolfgang.derungs@hyposwiss.ch genevacorporate@hyposwiss.ch Geneva, 21st October 2009

Re: Proof of claim on Lehman Brothers Holdings Inc

Dear Claim Processing Team,

Enclosed you will find our duly signed original Proof of Claim Forms, as authorized representative acting on behalf of our clients.

Our proof of claims are based as mentioned in your Lehman Program Securities List.

•	X\$0340291722	Var Lehman Brothers 08-30.01.2018	Nom. USD 9	9,340,000.00
•	XS0342489589	Var Lehman Brothers EMTN 08-31.01.18	Nom. USD	1,800,000.00
•	XS0336556146	Lehman Brothers 100% Prin 07-27.12.17	Nom. USD (	6,600,000.00
•	XS0229269856	5.125 Lehman 05-perp non-cum pfd call	Nom. USD	285,240.00
•	ANN521331671	0 Lehman Brothers -30.12.2010	Nom. USD	19,307.00
•	XS0224346592	Lehman Brothers 05-20.07.2012 EMTN	Nom. USD 1	1,958,360.00
•	XS0300055547	4.892 Lehman Brothers 07-10.05.2012 EMTN	Nom. USD	70,955.00
•	XS0232364868	Lehman Brothers EMTN 05-2.11.2035	Nom. USD	141'910.00
•	XS0229584296	TV Lehman Brothers 05-05.10.2035 EMTN	Nom. USD	567,640.00
•	XS0210433206	TV Lehman Brothers 2006-2035	Nom. USD	354,775.00

Do not hesitate to contact Mr Wolfgang Derungs, at +41 22 716 3686 or <a href="mailto:genevacorporate@hyposwiss.ch">genevacorporate@hyposwiss.ch</a> if you need any further information.

Yours sincerely,

Hyposwiss Private Bank Genève S.A.

Alexander Dimanow

Member of Management Committee

Wolfgang Derungs

Deputy of Operations

Annexe: mentioned

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STATEMENT OF TRANSACTIONS

ACCOUNT NUMBER	SIATEMENT DATE	STAT.	PAGE NB	•
98440	OCT 15,09	204	1	

### **EUROCLEAR BANK SA/NV**

1 BOULEVARD DU ROI ALBERT II B-1210 BRUSSELS, BELGIUM TEL. +32 (0)2 326 2610 VAT BE 429.675.591 RPM BRUSSELS 0429875591

SWIFT BIC MGTC 8E BE RCB 486.370

HYPOSWISS BK SA, GVA

THESE ENTRIES HAVE BEEN PASSED TO YOUR ACCOUNT TODAY, PLEASE CHECK THIS REPORT UPON RECEIPT AND ADVISE EUROCLEAR CLIENT SERVICE OF ANY DISCREPANCIES,

PRINCIPAL AMOUNT OR NUMBER OF SHARES	DESCRIPTION .	RELATED MONEY AMOUNT THE PROPERTY THE PROPERTY OF THE PROPERTY	VALUE DATE	SETLMI DATE	YOUR REF, NB	OUR REF. NB STATUS
	ACTIVITY IN SECURITIES CLEARANCE ACCOUNT					
	LAST STATEMENT DATE 14/10/09 SEC. CLCB ACC. OPENING BALANCESETTLEMENT PROCESSING	10 8N ANN521331671	**************************************			
	POSITION BLOCKED  6 SPECIAL CUSTODY OPERATION (NC) CUSTODY OPERATION DEPOSITORY:00059  SEC. CLCE ACC. CLOSING BALANCE				AA0106035-SCD	5382225 SETO-BLK

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ACCOUNT STATEMENT NUMBER DATE		STAT. NB	PAGE NB
98440	OCT 15,09	204	3

### EUROCLEAR BANK SA/NV

1 BOULEVARD DU ROI ALBERT II B-1210 BRUSSELS, BELGIUM TEL +32 (0)2 326 2610 VAT BE 429.875.591

RPM BRUSSELS 0429875591

SWIFT BIC MGTC BE BE

RC8 486.370

THESE ENTRIES HAVE BEEN PASSED TO YOUR ACCOUNT TODAY.
PLEASE CHECK THIS REPORT UPON RECEIPT AND ADVISE
EIROCLEAR CLIENT SERVICE OF ANY DISCREPANCIES

	INCIPAL AMOUNT OR MBER OF SHARES		DESCRIPTION	RELATED MONEY AMOUNT - TO YOUR DEBIT + TO YOUR CREDIT	VALUE DATE	SETLM! DATE	YOUR REF, NB	OUR REF. NI STATU
		, Apparatus 111 (Appara) 12	POSITION BLOCKED EUR 250,000 SPECIAL CUSTODY OPERATION (NC) CUSTODY OPERATION DEPOSITORY:00059				AA0106040-SCD	5382235 SETO-BLK
	250,000	+	SEC. CLCE ACC. CLOSING BALANCE					
SUR				12 SN XS0224346592				
			LAST STATEMENT DATE 14/10/09					
	1,380,000	+	SEC. CLCE ACC. OPENING BALANCE					
			POSITION BLOCKED EUR 1,380,000 SPECIAL CUSTODY OPERATION (NC) CUSTODY OPERATION DEPOSITORY:00059				AA0106036-SCD	5382197 SETO-BLX
	1,380,000	+	SEC. CLCE ACC. CLOSING BALANCE					
BUR			LEHMAN BROTHERS UK 5.12500 UNDATE	D SN XS0229269856				
			LAST STATEMENT DATE 14/10/09					
	200,000	+	SEC. CLCE ACC. OPENING BALANCE			-		
			POSITION BLOCKED EUR 200,000 SPECIAL CUSTODY OPERATION (NC) CUSTODY OPERATION DEPOSITORY:00059				AA0106034-SCD	5382188 SETD-BL)
	200,000	+	SEC. CLCE ACC. CLOSING BALANCE					
EUR			LEHMAN BROTHERS TRE 7.25000 00/10/	35 SN XS0229584296				
			LAST STATEMENT DATE 14/10/09					1
	400,000	4-	SEC. CLCE ACC. OPENING BALANCE				***************************************	
			POSITION BLOCKED  EUR 400.000  SPECIAL CUSTODY OPERATION (NC) CUSTODY OPERATION DEPOSITORY:00059				AA0106039-SCD	5382191 SETO-BLX
	400,000	+	SEC. CLCE ACC. CLOSING BALANCE				-	
BUR			LEHMAN BROTHERS TRE 6.00000 00/11/	35 SN X80232364868				
			LAST STATEMENT DATE 14/10/09					
	100,000	+	SEC. CLCE ACC. OPENING BALANCE					
			POSITION BLOCKED EUR 100,000 SPECIAL CUSTODY OPERATION (NC) CUSTODY OPERATION DEPOSITORY:00059				AA0106038-SCD	5382204 5270 · BL)
	100,000	+	SEC. CLCB ACC. CLOSING BALANCE					

